



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

June 27, 2012

CONTRACT TITLE: Temporary Clerical Services

CURRENT CONTRACT PERIOD: July 1, 2012 through August 31, 2012

BUYER INFORMATION: Megan Howser
(573) 751-1686
Megan.howser@oa.mo.gov

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.
Local Purchase Authority **should not** be used to purchase supplies/services included in this contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C309124003	4316989240 0	C & S Business Services, Inc. 1731 Southridge Drive Jefferson City, MO 65109 Contact: Paula Benne Phone: 573-635-9295 Fax: 573-635-4145 Email: Paulab@cs-business.com		YES
C309124006	4316253880 0	Penmac Staffing Services, Inc. 447 South Avenue Springfield, MO 65806 Contact: Aimee Nichols Phone: 417-616-6346 Fax: 417-616-6447 Email: aimee@penmac.com		NO

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
7/1/12-8/31/12	06/27/12	60 Day Extension of contracts with Penmac Staffing Services, Inc. (C309124006) and C&S Business Services, Inc. (C309124003) to allow time to transition to new contracts. No new placements are allowed during the transition time. Changed the Buyer Information on page one from Jeena Hunget to Megan Howser.
7/1/11-6/30/12	12/22/11	Changed the Buyer Information on page one from Stacia Dawson to Jeena Hunget.
7/1/11-6/30/12	05/25/11	Renewed all Contracts.
7/1/10-6/30/11	07/28/10	Corrected pricing on some line items for Contract C309124003 from C & S Business Services, Inc.
7/1/10-6/30/11	06/01/10	Renewed all contracts. Changed company name for Contact C309124006 from Penmac Personnel Services to Penmac Staffing Services, Inc.
7/1/09-6/30/10	05/28/10	Added the paragraph below and on Contract C309124002 (Beatty's Services, Inc.) the vendor number, address, telephone number and fax numbers were changed.
7/1/09-6/30/10	03/03/10	Changed contractor for Contract C309124007 due to an Assignment of Contract (Amendment #001). New contractor and vendor number are: OC Services (vendor number 2624138350 0).
7/1/09-6/30/10	5/19/09	Initial issuance of new statewide contract

Added paragraph below on 05/28/10

The contractor may involve the use of American Recovery and Reinvestment Act of 2009 (ARRA), §3 funds. Therefore, the following requirement and Attachment is hereby added to the contract.

American Recovery and Reinvestment Act of 2009 (ARRA) - The contractor shall understand and agree that the contract involves the use of American Recovery and Reinvestment Act of 2009 (ARRA), §3 funds. In accordance with the ARRA, the contractor must comply with the requirements specified by the Federal Government in regard to use of such funds. The current requirements are contained in Attachment 1 (attached at the end of this document).

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide temporary clerical services for any state agency in accordance with the provision and requirements stated herein.
- a. For purposes of the contract, a state agency shall be defined as a division existing within a Department of Missouri State Government. The various sections, bureaus, offices, program, boards, etc. that may exist within a division shall be considered all part of the same state agency.
- 1.1.2 The contractor shall provide temporary clerical services within or near one or more of the following cities, as specified in the contract's Notice of Award.
- a. Booneville
 - b. Cape Girardeau
 - c. Columbia
 - d. Farmington
 - e. Flat River
 - f. Fulton
 - g. Hannibal
 - h. Independence
 - i. Jefferson City
 - j. Joplin
 - k. Kansas City
 - l. Kirksville
 - m. Macon
 - n. Marshall
 - o. Maryville
 - p. Moberly
 - q. Nevada
 - r. Poplar Bluff
 - s. Rolla
 - t. St. Joseph
 - u. St. Louis City
 - v. St. Louis County
 - w. Sedalia
 - x. Sikeston
 - y. Springfield
 - z. Warrensburg
 - aa. Willow Spring
- 1.1.3 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.
- 1.1.4 The contractor shall perform all services to the sole satisfaction of the state agency.
- 1.1.5 Cooperative Procurement Program - If the contractor indicated agreement with participation in the Cooperative Procurement Program, the contractor shall provide temporary clerical services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the

State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

1.2 Scheduling Requirements:

- 1.2.1 The contractor shall provide temporary clerical services anytime of the day, any day of the week, and at the place designated by the state agency. Unless specified otherwise by the state agency, the temporary clerical shall provide services at the state agency's office location.
- a. The State of Missouri anticipates that the majority of services shall be required between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.
 - b. The contractor shall not provide temporary clerical to provide services in excess of forty (40) hours per week for an individual state agency, unless requested or approved by such state agency and agreeable to the contractor. For purposes of this contract, a week shall begin on a Sunday and end on the following Saturday.
 - c. The contractor shall not provide a temporary clerical on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas, unless requested or approved by the state agency and agreeable to the contractor.

1.3 Personnel Requirements:

- 1.3.1 The contractor's temporary clerical must possess the Knowledge, Skills and Abilities and Minimum Experience and Education Qualifications and must be able to perform any or all of the Duties as specified on the following website for the positions identified on the Pricing Page, and as requested by the state agency.

http://oa.mo.gov/pers/ClassSpecs/List_A-F.htm

- 1.3.2 Prior to the placement of a temporary clerical with the state agency, the contractor shall provide the state agency with references, resumes, and/or test scores for temporary clerical applicants if such is requested by the state agency. If further requested by the state agency, the contractor shall allow the state agency to conduct interviews with selected temporary clerical applicants after review of such information.
- 1.3.3 Prior to the placement of a temporary clerical with the state agency and if requested by the state agency, the contractor shall conduct a criminal history record search of the temporary clerical. If further requested by the state agency, the contractor shall conduct a fingerprint-based criminal history record search of a temporary clerical. The contractor must conduct such criminal history record search(es) with the State Highway Patrol. The contractor shall be responsible for the costs associated with conducting the criminal history record search; however, the state agency shall be responsible for the costs associated with conducting the fingerprint-based criminal history record search.
- a. Upon request, the contractor shall submit a copy of the criminal history record information to the state agency.
 - b. Prior to conducting a criminal history record search, the contractor shall obtain a completed Authorization for Release of Information Form (Attachment #1) signed by the temporary clerical.
 - c. The state agency shall have the right to refuse a temporary clerical based on the results of the criminal history record search.
- 1.3.4 The contractor's temporary clerical shall be subject to the rules, regulations, and policies of the state agency for which they are providing service.
- 1.3.5 The contractor's temporary clericals and the services provided by the temporary clericals must meet the approval of the state agency. At any point during the term of a temporary clerical's assignment, if services become unacceptable, the contractor shall dismiss or replace the temporary clerical upon notification of such by the state agency. The state agency shall provide the contractor with an explanation of the unacceptableness of the

temporary clerical. The contractor shall not charge the state agency for the unacceptable services. However, if the temporary clerical provided more than four hours of unacceptable services, the contractor shall not charge the state agency for at least four hours of service.

1.4 Performance Requirements:

- 1.4.1 The contractor must provide temporary clerical services for any of the personnel classifications listed on the Pricing Page, as requested by the state agency.
- 1.4.2 When temporary clerical services are requested, the state agency shall specify the requirements for the services needed, including but not limited to: (1) the personnel classification required, (2) an explanation of the duties, responsibilities, and qualifications required of the temporary clerical, (3) the location where the temporary clerical services are required, (4) the workdays and work hours anticipated for the temporary clerical services, (5) anticipated duration of the temporary clerical services, and (6) the number of temporary clerical required.
 - a. In the event the contractor disputes the personnel classification requested by the state agency based on the contractor's understanding of the duties, responsibilities, and qualifications required of the temporary clerical, the contractor shall notify the state agency of such, explain the contractor's reasoning, and recommend the appropriate personnel classification. However, after providing such explanation, in the event of a continued dispute, the contractor shall agree and understand that the state agency's determination of the appropriate personnel classification shall be final and without recourse.
 - b. In the event the contractor does not have a temporary clerical available for the particular personnel classification specified by the state agency, the contractor shall provide a temporary clerical that is higher qualified for the position. However, the state agency shall pay the contractor for the personnel classification required.
- 1.4.3 If requested by the state agency, the contractor shall provide more than one temporary clerical at a time.
- 1.4.4 If requested by the state agency and mutually agreeable to the contractor, the contractor shall provide a temporary clerical to travel to another city in order to complete or continue providing services already started by such temporary clerical at the Office of Administration Travel Regulations and Contiguous US Per Diem Rates.
 - a. The state agency shall not provide state owned, leased, or rented vehicles, or other means of transportation for the temporary clerical. The state agency shall not require the contractor's temporary clerical to provide services which would require the temporary clerical to utilize any type of vehicle as a means of transportation in the performance of such service.

1.5 State Agency Requirements:

- 1.5.1 In the event multiple contractors exist for a particular city, the state agency shall utilize the services of the lowest-priced contractor for the required personnel classification, except as specified below.
 - a. If the contractor cannot provide a temporary clerical in accordance with the state agency's needs, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency and provide a temporary clerical with the abilities, experiences and qualifications required. The state agency shall document each instance of the contractor's inability to provide the temporary clerical services as required. If the contractor continually or consistently is unable to provide the required temporary clerical services, the Division of Purchasing and Materials Management may elect to cancel the contract.
 - b. In the event that none of the contractors for a city can provide the required services or in the event no contract exists for a particular city, the state agency may obtain the needed services from another source, including utilizing the services of a temporary clerical services contractor from another city. The state agency should (1) identify the city closest to where the temporary clerical services are required, and (2) request services from the lowest-priced contractor serving such city.

- c. In the event the state agency desires to utilize the services of a contractor other than the lowest-priced contractor, the state agency must document the reasons for such and must obtain the approval of the Division of Purchasing and Materials Management prior to utilizing such contractor.
 - d. If the state agency provides the contractor with less than one week notice of the need for a temporary clerical, the contractor may refuse to provide a temporary clerical if the contractor is unable to provide a temporary clerical as required by the state agency. However, the contractor must notify the state agency immediately if the contractor is unable to provide a temporary clerical.
- 1.5.2 When temporary clerical services are required, the state agency shall provide the contractor with as much prior notice as possible.
- 1.5.3 Each time the contractor's services are required, the state agency shall attempt to utilize the temporary clerical for a minimum of two (2) continuous hours.
- 1.5.4 The state agency shall provide all necessary supplies, equipment, and work area for the temporary clerical.
- 1.5.5 The state agency shall attempt to provide at least one (1) working day notice to the contractor if cancellation of services previously requested is necessary.

1.6 Additional Requirements:

- 1.6.1 The contractor shall provide clerical services on a temporary basis only.
- a. The contractor shall not allow a temporary clerical individual to provide more than 1040 hours of clerical service in a twelve (12) consecutive month period. The 1040 hours shall be considered a limitation on the total of all the clerical services a particular temporary clerical individual can provide in a twelve (12) consecutive month period for all state agencies.
- 1.6.2 Hiring of Clerical - Except for the period of time specified on the Pricing Page, the contract shall not prohibit, restrict, or further limit the state agency from employing any temporary clerical furnished by the contractor. In the event the state agency employs such temporary clerical after such period of time, the state agency shall not pay any fee, penalty, liquidated damages, etc., to the contractor.
- 1.6.3 By the 15th day of each month, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various using state agencies during the previous month and year-to-date. The contractor must submit the report electronically in an analysis-ready format, such as Microsoft Excel or Access. Reports in PDF or similar format shall be considered unacceptable.
- a. For each state agency utilizing the contractor's service, the report must contain, at a minimum, the information listed below:
 - 1) Each personnel classification provided for the state agency,
 - 2) The city in which service was provided, and
 - 3) The number of hours of service provided during the month,
 - b. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency.
- 1.6.4 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the state agency and/or its designees and/or the Missouri State Auditor during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation,

audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.

- b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that the contractor may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

1.7 Invoicing and Payment Requirements:

1.7.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

1.7.2 The contractor shall submit a monthly invoice to each state agency utilizing the contractor's services at the address specified by the state agency.

- a. The invoice must state the names and personnel classifications of all temporary clerical providing service for the state agency during the invoice period, and the number of hours of service provided by each temporary clerical.

1.7.3 The state agency shall pay the contractor in accordance with the applicable firm, fixed price stated on the Pricing Page for services actually provided.

- a. For each hour of service provided in excess of forty (40) hours per week (Sunday through Saturday) or for each hour of service provided on one of the holidays specified herein (New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas) pursuant to the state agency's request or approval, the state agency shall pay the contractor one and one-half (1-1/2) the applicable firm, fixed price per hour.

- 1) The pay of one and one-half (1-1/2) the firm, fixed price per hour for services in excess of 40 hours per week shall only be paid if the temporary clerical worked more than forty (40) hours per week for a particular state agency. If a temporary clerical provided more than 40 hours per week for more than one state agency, but not more than 40 hours per week for any one state agency, the contractor shall only be paid the applicable firm, fixed price per hour.

- 2) For each hour of service provided on holidays not specified herein, the state agency shall pay the contractor the applicable firm, fixed price per hour.

- b. In the event the state agency fails to provide one working day notice of a cancellation, the state agency shall pay the contractor for two hours of service.

c. The contractor shall be paid for hours of services requested/provided as follows:

- 1) In the event the state agency requires and the contractor provides less than two (2) hours of service, the state agency shall pay the contractor for two (2) hours of service.
- 2) If more than two but less than eight (8) hours of service are requested and provided, the contractor shall be paid for the amount of service requested.
- 3) If more than eight (8) hours of service are requested but less than eight (8) hours are provided, the contractor shall be paid for eight (8) hours.
- 4) If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.

d. In the event the state agency interviews temporary clerical applicants prior to selecting a temporary clerical, the state agency shall pay the contractor for the actual time of the interview for each temporary clerical applicant interviewed. The contractor shall be paid for the actual time of the interviews in accordance with the firm, fixed price per hour stated on the Pricing Page for the applicable personnel classification for which the temporary clerical applicant is being interviewed.

e. The contractor shall be paid the firm, fixed hourly price stated on the Pricing Page for each hour service is provided. The contractor shall not be paid for the time allotted for the temporary clerical's meal break or any other extended breaks. However, the contractor shall be paid for small breaks (consisting of no more than fifteen (15) minutes), according to the following regarding break and meal breaks.

- 1) If the temporary clerical provides services for a continuous four hour period, the temporary clerical is allowed a break period, not to exceed fifteen minutes.
- 2) If the temporary clerical provides services for a continuous six hour period, the contractor is allowed one break period, not to exceed fifteen minutes, and one meal break.
- 3) If the temporary clerical provides services for a continuous eight hour period or longer, the temporary clerical is allowed one break period, not to exceed fifteen minutes, within the first four hours of service, a meal break, and another break, not to exceed fifteen minutes, within the last four hours of service.

1.7.4 The contractor shall not receive payment for travel time nor reimbursement for travel expenses incurred while providing services within the contractor's awarded city. However, if the contractor provides services outside the contractor's awarded city, the contractor shall be paid/reimbursed as follows:

a. Travel and Related Expenses - The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).

- 1) The contractor must have the prior written approval of the state agency for any such expenses. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.
- 2) The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>. Although the actual mileage rate usually changes each July 1, the mileage reimbursement rate is currently \$0.475 per mile effective 07/01/08.
- 3) The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>

b. The contractor shall be paid for time spent traveling outside the contractor's awarded city only.

1.7.5 In the event a state agency employs a temporary clerical prior to the expiration of the number of the calendar days after the initial placement of the temporary clerical for which a hiring fee is applicable as specified on the Pricing

Page, the contractor shall invoice and the state agency shall pay in accordance with the firm, fixed hiring fee stated on the Pricing Page. However, the contractor shall be prohibited and the state agency shall not pay a hiring fee for a temporary clerical employed 90 calendar days following the initial placement of the temporary clerical with the state agency.

- 1.7.6 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7.7 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.
- 1.7.8 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 1.7.9 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 1.7.10 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the address specified by the state agency.

1.8 Other Contractual Requirements:

- 1.8.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
 - a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.8.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.8.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 1.8.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.8.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.8.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- 1.8.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when

such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
- 2) shall not henceforth be in such violation and
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.8.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

1.8.9 Authorized Personnel - The contractor understands and agrees that by signing the IFB, the contractor certifies the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

1.8.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

1.8.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

1.8.12 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

1.8.13 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be

confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

1.8.14 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

1.9 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

1.9.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
- b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.

1.9.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- 1.9.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 1.9.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 1.9.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 1.9.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.9.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.9.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.9.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor’s E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

1.10 Business Associate Provisions:

- 1.10.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate”

of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 2) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 3) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 4) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 5) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
 - 6) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified above.
 - 7) Access, administrative safeguards, confidentiality, covered entity, data aggregation, designated record set, disclosure, hybrid entity, information system, physical safeguards, required by law, technical safeguards, use and workforce shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, and Enforcement Rule (hereinafter referenced as the regulations promulgated thereunder).

1.10.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor’s business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.10.3 Obligations of the contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with HIPAA and the regulations promulgated thereunder.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- g. In order to meet the requirements under 45 CFR 164.524 regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a designated record set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations

in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency’s Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- j. The contractor shall report to the state agency’s Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of such use or disclosure, the contractor shall provide the state agency’s Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

1.10.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor’s use or disclosure of Protected Health Information, by providing the contractor with the state agency’s notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.10.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.10.6 Breach of Contract– In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees and understands that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

ATTACHMENT 1

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the State of Missouri may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the State of Missouri and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

PRICING PAGE

BOONVILLE

Item No.	Personnel Classification	C & S Business C309124003	Penmac C309124006
	<i>C/S Code: 96457</i>		
001	General Office Assistant	\$9.50	\$10.80
002	Office Support Assistant - Clerical	\$9.50	\$11.09
003	Office Support Assistant - Keyboarding	\$10.31	\$11.09
004	Office Support Assistant - Stenography	\$9.28	\$11.09
005	Senior Office Support Assistant - Clerical	\$10.26	\$11.50
006	Senior Office Support Assistant - Keyboarding	\$10.94	\$11.50
007	Senior Office Support Assistant - Stenography	\$11.35	\$11.50
008	Administrative Office Support Assistant	\$11.61	\$11.97
009	Account Clerk I	\$9.28	\$10.80
010	Account Clerk II	\$11.29	\$11.50
011	Executive I	\$14.95	\$15.75
012	Accountant I	\$14.95	\$17.06

COLUMBIA

Item No.	Personnel Classification	C & S Business C309124003	Penmac C309124006
	<i>C/S Code: 96457</i>		
027	General Office Assistant	\$9.50	\$10.80
028	Office Support Assistant - Clerical	\$9.50	\$11.09
029	Office Support Assistant - Keyboarding	\$10.31	\$11.09
030	Office Support Assistant - Stenography	\$9.28	\$11.09
031	Senior Office Support Assistant - Clerical	\$10.26	\$11.50
032	Senior Office Support Assistant - Keyboarding	\$10.94	\$11.50
033	Senior Office Support Assistant - Stenography	\$11.35	\$11.50
034	Administrative Office Support Assistant	\$11.61	\$11.97
035	Account Clerk I	\$9.28	\$10.80
036	Account Clerk II	\$11.29	\$11.50
037	Executive I	\$14.95	\$15.75
038	Accountant I	\$14.95	\$17.06

FARMINGTON

Item No.	Personnel Classification	Penmac C309124006
	<i>C/S Code: 96457</i>	
040	General Office Assistant	\$10.80
041	Office Support Assistant - Clerical	\$11.09
042	Office Support Assistant - Keyboarding	\$11.09
043	Office Support Assistant - Stenography	\$11.09
044	Senior Office Support Assistant - Clerical	\$11.38
045	Senior Office Support Assistant - Keyboarding	\$11.38
046	Senior Office Support Assistant - Stenography	\$11.38
047	Administrative Office Support Assistant	\$11.97
048	Account Clerk I	\$11.09
049	Account Clerk II	\$12.66
050	Executive I	\$15.49
051	Accountant I	\$16.54

FLAT RIVER

Item No.	Personnel Classification <i>C/S Code: 96457</i>	Penmac C309124006
053	General Office Assistant	\$10.80
054	Office Support Assistant – Clerical	\$11.09
055	Office Support Assistant - Keyboarding	\$11.09
056	Office Support Assistant – Stenography	\$11.09
057	Senior Office Support Assistant - Clerical	\$11.38
058	Senior Office Support Assistant - Keyboarding	\$11.38
059	Senior Office Support Assistant - Stenography	\$11.38
060	Administrative Office Support Assistant	\$11.97
061	Account Clerk I	\$11.09
062	Account Clerk II	\$12.66
063	Executive I	\$15.49
064	Accountant I	\$16.54

FULTON

Item No.	Personnel Classification <i>C/S Code: 96457</i>	C & S Business C309124003	Penmac C309124006
066	General Office Assistant	\$9.50	\$10.80
067	Office Support Assistant - Clerical	\$9.50	\$11.09
068	Office Support Assistant - Keyboarding	\$10.31	\$11.09
069	Office Support Assistant - Stenography	\$9.28	\$11.09
070	Senior Office Support Assistant - Clerical	\$10.26	\$11.50
071	Senior Office Support Assistant - Keyboarding	\$10.94	\$11.50
072	Senior Office Support Assistant - Stenography	\$11.35	\$11.50
073	Administrative Office Support Assistant	\$11.61	\$11.97
074	Account Clerk I	\$9.28	\$10.80
075	Account Clerk II	\$11.29	\$11.50
076	Executive I	\$14.95	\$15.75
077	Accountant I	\$14.95	\$17.06

JEFFERSON CITY

Item No.	Personnel Classification <i>C/S Code: 96457</i>	C & S Business C309124003	Penmac C309124006
105	General Office Assistant	\$9.50	\$10.80
106	Office Support Assistant - Clerical	\$9.50	\$11.09
107	Office Support Assistant - Keyboarding	\$10.31	\$11.09
108	Office Support Assistant - Stenography	\$9.28	\$11.09
109	Senior Office Support Assistant - Clerical	\$10.26	\$11.50
110	Senior Office Support Assistant - Keyboarding	\$10.94	\$11.50
111	Senior Office Support Assistant - Stenography	\$11.35	\$11.50
112	Administrative Office Support Assistant	\$11.61	\$11.97
113	Account Clerk I	\$9.28	\$10.80
114	Account Clerk II	\$11.29	\$11.50
115	Executive I	\$14.95	\$15.75
116	Accountant I	\$14.95	\$17.06

JOPLIN

Item No.	Personnel Classification	Penmac C309124006
	<i>C/S Code: 96457</i>	
118	General Office Assistant	\$11.54
119	Office Support Assistant - Clerical	\$11.87
120	Office Support Assistant - Keyboarding	\$11.87
121	Office Support Assistant - Stenography	\$11.87
122	Senior Office Support Assistant - Clerical	\$12.25
123	Senior Office Support Assistant - Keyboarding	\$12.25
124	Senior Office Support Assistant - Stenography	\$12.25
125	Administrative Office Support Assistant	\$12.61
126	Account Clerk I	\$11.54
127	Account Clerk II	\$12.25
128	Executive I	\$14.49
129	Accountant I	\$16.28

NEVADA

Item No.	Personnel Classification	Penmac C309124006
	<i>C/S Code: 96457</i>	
209	General Office Assistant	\$10.55
210	Office Support Assistant - Clerical	\$10.82
211	Office Support Assistant - Keyboarding	\$10.82
212	Office Support Assistant - Stenography	\$10.82
213	Senior Office Support Assistant - Clerical	\$11.09
214	Senior Office Support Assistant - Keyboarding	\$11.09
215	Senior Office Support Assistant - Stenography	\$11.09
216	Administrative Office Support Assistant	\$11.45
217	Account Clerk I	\$10.82
218	Account Clerk II	\$11.45
219	Executive I	\$14.70
220	Accountant I	\$15.75

ROLLA

Item No.	Personnel Classification	Penmac C309124006
	<i>C/S Code: 96457</i>	
235	General Office Assistant	\$10.55
236	Office Support Assistant - Clerical	\$10.82
237	Office Support Assistant - Keyboarding	\$10.82
238	Office Support Assistant - Stenography	\$10.82
239	Senior Office Support Assistant - Clerical	\$11.09
240	Senior Office Support Assistant - Keyboarding	\$11.09
241	Senior Office Support Assistant - Stenography	\$11.09
242	Administrative Office Support Assistant	\$11.45
243	Account Clerk I	\$10.82
244	Account Clerk II	\$11.45
245	Executive I	\$14.70
246	Accountant I	\$15.75

SPRINGFIELD

Item No.	Personnel Classification <i>C/S Code: 96457</i>	Penmac C309124006
313	General Office Assistant	\$11.17
314	Office Support Assistant - Clerical	\$11.90
315	Office Support Assistant - Keyboarding	\$11.90
316	Office Support Assistant - Stenography	\$11.90
317	Senior Office Support Assistant - Clerical	\$12.61
318	Senior Office Support Assistant - Keyboarding	\$12.61
319	Senior Office Support Assistant - Stenography	\$12.61
320	Administrative Office Support Assistant	\$12.98
321	Account Clerk I	\$11.17
322	Account Clerk II	\$11.90
323	Executive I	\$14.49
324	Accountant I	\$17.34

FEE FOR HIRING AN INDIVIDUAL LESS THAN 90 DAYS AFTER INITIAL PLACEMENT

The fee charged for hiring an individual by a state agency after the initial placement of a temporary clerical and not to exceed 90 calendar days is listed below. (Line Item 352) C/S Code: 96457

CONTRACT NUMBER AND CONTRACTOR NAME	Number of Calendar Days after Initial Placement	FEE CHARGED
C309124003 – C&S Business Services	90 days	\$500.00
C309124006 – Penmac	90 days	\$0.00

Attachment 1

Program Reporting Requirements and Certification

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparallel scrutiny, with specific distribution and reporting requirements by the federal government and the State of Missouri.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract that each Grantee assures that it and its subrecipient(s) will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Missouri for compliance with ARRA and other related federal and state laws. Further, it is understood that this contract is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director of the Office of Management and Budget (OMB) or other federal agencies. Each Grantee specifically assures that it and its subrecipient(s) will comply with all such requirements as published at any time during the contract period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

ARRA, §1512, referred to as the Jobs Accountability Act, sets forth certain reporting requirements that the State of Missouri must comply with and submit to the federal government no later than ten (10) days after the end of each calendar quarter beginning July 10, 2009. Accordingly, the Grantee assures that it and its subrecipient(s), through the Grantee, shall submit the following information in a timely manner to the State of Missouri requesting state agency, no later than three (3) days after the end of each calendar quarter, beginning on April 3, 2010.

- (1) The total amount of ARRA funds the recipient received from the State of Missouri;
- (2) The dollar amount of ARRA Funds that were expended or obligated for each project or activity;
- (3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - the name of the project or activity;
 - a description of the project or activity;
 - an evaluation of the completion status of the project or activity;
 - an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

- for infrastructure investments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under ARRA, and the name of the person to contact if there are concerns with the infrastructure investment;
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282, hereafter referred to as the “Transparency Act”), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget; and
- (5) A 2008 amendment to the Transparency Act called the “Government Funding Transparency Act of 2008” (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the Grantee assures that it and its subrecipient(s) shall report required information under the Transparency Act, including, but not limited to:
- The name of the entity receiving the award;
 - The amount of the award;
 - The transaction type;
 - The funding agency;
 - The Catalog of Federal Domestic Assistance number;
 - The program source;
 - The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
 - The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
 - A unique identifier of the entity receiving the award;
 - A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
 - The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

Standard data elements and federal instructions for use in complying with reporting requirements under §1512, ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov.

Buy American

In accordance with ARRA, §1605, the Grantee assures that it and its subrecipient(s) will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Grantee understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, §1605.

Wage Rate Requirements

In accordance with ARRA, §1606, the Grantee assures that it and its subrecipient(s) shall fully comply with said section in that notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by

or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Whistleblower Protection

In accordance with ARRA, §1553, the Grantee assures that it and its subrecipient(s) shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Grantee assures that it and its subrecipient(s) shall post notice of the rights and remedies provided in ARRA, §1553.

Inspection of Documents

In accordance with ARRA, §§902, 1514 and 1515, the Grantee assures that it and its subrecipient(s) will cooperate with any representative of the State of Missouri, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this contract, and agrees that it and its personnel can be interviewed by said entities regarding this contract and related program.

Additional Restrictions of ARRA Funds

In accordance with ARRA, §1602, the Grantee assures that it and its subrecipient(s) will give preference to activities, funded by ARRA for infrastructure investment, that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the enactment of ARRA and in a manner that will maximize job creation and economic benefit.

In accordance with ARRA, §1604, the Grantee assures that it and its subrecipient(s) shall not use ARRA funds for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

In accordance with ARRA, §1554, Grantee assures to the maximum extent possible that it and its subrecipient(s) will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri of any said contract awarded by the Grantee or its subrecipient(s) that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

In accordance with ARRA, §1609, the Grantee assures that it and its subrecipient(s) will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended. (42 U.S.C. 4371, *et seq.*). The Grantee assures that it and its subrecipient(s) will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

In accordance with ARRA, §1512(h), the Grantee assures that it and its subrecipient(s) (first tier) shall register in the Central Contractor Registration (CCR) database at www.ccr.gov, and maintain current registration at all time during the pendency of this contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.

Employment of Unauthorized Aliens Prohibited

Pursuant to §285.530.1, RSMo, the Grantee assures that it and its subrecipient(s) do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Grantee and its subrecipient(s) shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Enforceability

If a Grantee or one of its subrecipients fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.